

# Negro National League of Professional Baseball Clubs

## Uniform Player's Contract

**Parties** The Newark Eagles Baseball Club .....

herein called the Club, and John Howard Davis .....

of 150 James St. Newark N.J. ....., herein called the Player.

**Recital** The Club is a member of the Negro National League of Professional Baseball Clubs. As such, and jointly with the other members of the League, it is a party to the Negro National League Constitution and to agreements and rules with the Negro American League of Professional Baseball Clubs and its constituent clubs. The purpose of these agreements and rules is to insure to the public wholesome and high-class professional baseball by defining the relations between Club and Player, between club and club, and between league and league.

**Agreement** In view of the facts above recited the parties agree as follows:

**Employment** 1. The Club hereby employs the Player to render skilled service as a baseball player in connection with all games of the Club during the year 1948 ..... including the Club's training season, the Club's exhibition games, the Club's playing season, any all-star games and the Negro World Series, (or any other official series in which the Club may participate and in any receipts of which the player may be entitled to share); and the Player covenants that he will perform with diligence and fidelity and service stated and such duties as may be required of him in such employment.

**Salary** 2. For the service aforesaid the Club will pay the Player a salary of \$ 350.00 ..... per month from May 1st ..... to Sept. 30th .., as follows:

In semi-monthly installments after the commencement of the playing season on the ..... and ..... day of each month covered by this contract, unless the Player is "abroad" with the Club for the purpose of playing games, in which event the amount then due shall be paid on the first week-day after the return "home" of the Club, the terms "home" and "abroad" meaning respectively at and away from the city in which the Club has its baseball field.

If the player is in the service of the Club for part of the month only, he shall receive such proportion of the salary above mentioned, as the number of days of his actual employment bears to the number of days in said month.

**Loyalty** 3. The Player will faithfully serve the Club or any other Club to which, in conformity with the agreements above recited, this contract may be assigned, and pledges himself to the American public to conform to high standards of personal conduct, of fair play and good sportsmanship.

**Service** 4. (a) The player agrees that, while under contract or reservation, he will not play baseball (except post-season games as hereinafter stated) otherwise than for the Club or a Club assignee hereof; that he will not engage in professional boxing or wrestling; and that, except with the written consent of the Club or its assignee, he will not engage in any game or exhibition of football, basketball, hockey or other athletic sport.

**Post-season Games** (b) The Player agrees that, while under contract or reservation, he will not play in any post-season baseball games except in conformity with the Negro Major League Rules, or with or against an ineligible player or team.

**Assignment** 5. (a) In case of assignment of this contract to another Club, the Player shall promptly report to the assignee club; accrued salary shall be payable when he so reports; and each successive assignee shall become liable to the Player for his salary during his term of service with such assignee, and the Club shall not be liable therefor. If the player fails to report as above specified, he shall not be entitled to salary after the date he receives notice of assignment.

**Termination** (b) This contract may be terminated at any time by the Club or by any assignee upon five days' written notice to the Player.

**Regulations** 6. The Player accepts as part of this contract the Regulations printed on the third page hereof, and also such reasonable modifications of them and such other reasonable regulations as the Club may announce from time to time.



**Agreements  
and Rules**

7. The Negro National League Constitution, and the Negro Major League Agreements and Rules and all amendments thereto hereafter adopted, are hereby made a part of this contract, and the Club and Player agree to accept, abide by and comply with the same and all decisions of the League President or Board of Owners, pursuant thereto.

**Renewal**

8. (a) On or before April 1st (or if Sunday, then the succeeding business day) of the year next following the last playing season covered by this contract, by written notice to the Player at his address following his signature hereto (or if none be given, then at his last address of record with the club), the Club or any assignee hereof may renew this contract for the term of that year except that the salary shall be such as the parties may then agree upon, or in default of agreement the Player will accept such salary rate as the Club may fix, or else will not pay baseball otherwise than for the Club or for an assignee hereof.

(b) The Club's right of reservation of the Player, and of renewal of this contract as aforesaid, and the promise of the Player not to play otherwise than with the Club or an assignee hereof, have been taken into consideration in determining the salary specified herein and the undertaking by the Club to pay said salary is the consideration for both said reservation, renewal option and promise, and the Player's service.

**Disputes**

9. In case of dispute between the Player and the Club or any assignee hereof, the same shall be referred to the League President as an umpire, and his decision shall be accepted by all parties as final; and the Club and the Player agree that any such dispute, or any claim or complaint by either party against the other, shall be presented to the League President within sixty days from the date it arose.

10. This contract is subject to Federal or State legislation, regulations, executive or other official orders, or other governmental action, now or hereafter in effect, respecting Military, Naval, Air or other governmental service, which may, directly or indirectly, affect the Player, the Club or the League; and subject also to all rules, regulations, decisions or other action by the Negro National League or the League President, including the right of the League President to suspend the operation of this contract during any National emergency.

**Supplemental  
Agreements**

11. The player expressly covenants and agrees that in the event of his breach of contract the Club shall have the right to apply to any court of competent jurisdiction, domestic or foreign, for an injunction, or for relief, in such manner as shall be deemed necessary.

12. The Club and Player covenant that this contract fully sets forth all understandings and agreements between them, and agree that no other understandings or agreements, whether heretofore or hereafter made, shall be valid, recognizable, or of any effect whatsoever, unless expressly set forth in a new or supplemental contract executed by the Player and the Club (acting through its duly authorized agent), and complying with all agreements and rules to which this contract is subject.

Signed in duplicate this 15<sup>th</sup> day of March, A. D. 1946  
[SEAL]

Witness:

Dewark Eagles  
(Club)

By Offa Mauler  
(President)

Johnny Davis  
(Player)

.....  
(Home address of Player)



## REGULATIONS

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1. The Club's playing season for each year covered by this contract and all renewals hereof shall be as fixed by the Negro National League of Professional Baseball Clubs.
2. The Player must keep himself in first-class physical condition and must at all times conform his personal conduct to standards of good citizenship and good sportsmanship.
3. The Player, when requested by the Club, must submit to a complete physical examination at the expense of the Club and, if necessary, to treatment by a regular physician or dentist in good standing at the Player's expense. For refusal of the player to submit to a complete medical or dental examination the club may consider such refusal as a violation of this regulation and may take such action as it deems advisable under regulation 6 of this contract. Disability directly resulting from injuries sustained while rendering service under this contract shall not impair the right of the Player to receive his full salary for a period not exceeding two weeks from the date of his injury, at the termination of which he may be released or continued on the salary roll. Any other disability or misconduct may be ground for suspending or terminating this contract at the discretion of the Club. A Player who sustains an injury while playing baseball for his club must serve written notice upon his club of such injury, giving time, place, cause and nature of the injury within ten days of the sustaining of such injury.
4. The Club will furnish the Player with uniform, exclusive of shoes. Upon the termination of the playing season or release of the player the player agrees to surrender the uniform or uniforms to the Club.
5. The Club will provide and furnish the Player while "abroad," or traveling with the Club in other cities, with proper board, lodging, and pay all proper and necessary traveling expenses and meals en route.
6. For violation by the Player of any regulation, the Club may impose a reasonable fine and deduct the amount thereof from the Player's salary or may suspend the Player without salary for a period not exceeding thirty days, or both, at the discretion of the Club.
7. In order to enable the Player to fit himself for his duties under this contract, the Club may require the Player to report for practice at such places as the Club may designate and to participate in such exhibition contests as may be arranged by the Club for a period of ..... days prior to the playing season without any other compensation than that herein elsewhere provided, the Club, however, to pay the necessary traveling expenses and meals en route of the Player from his home city to the training place of the Club, whether he be ordered to go there direct or by way of the home city of the Club. In the event of the failure of the Player to report for practice or to participate in the exhibition games, as provided for, he shall be required to get in playing condition to the satisfaction of the Club's team manager, and at the Player's own expense, before his salary shall commence.



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# NEGRO NATIONAL LEAGUE PLAYER'S CONTRACT

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THE .....  
.....  
(Club)  
OF .....  
WITH .....  
(Player)  
OF .....  
....., 19....